Bangalore Water Supply & Sewerage Board

(BWSSB)

REQUEST FOR PROPOSAL

FOR

Transaction advisory services for selection of an agency for the proposed projects under Public Private Partnership (PPP) model for biogas-based revenue generation and carbon credits

TENDER DOCUMENT

Office of the Chief Engineer (Projects)

Bangalore Water Supply and Sewerage Board

3rd Floor Cauvery Bhavan, K G Road
Bangalore-09.

email: cep@bwssb.gov.in.
Tel: 08022945108

Particulars of Tender

TENDER REFERENCE:	:	No. BWSSB/CE(P)/ACE(P)-II/1500/2024-25 Dt:4.11.2024
NAME OF THE WORK	:	Transaction advisory services for the proposed projects under the Public Private Partnership (PPP) model for biogas-based revenue generation and carbon credits.
LAST DATE AND TIME FOR RECEIPT OF TENDERS	:	Dtd:20.11.2024 upto 12:00 Hrs
DATE AND TIME OF OPENING OF TECHNICAL TENDERS	:	Dtd: 21.11.2024 at 16:00 Hrs
EARNEST MONEY DEPOSIT	:	Rs. 2,69,000/- (Rupees Tow Lakh Sixty None Thousand only) The EMD shall be paid through KPPP.
PLACE OF OPENING OF TECHNICAL TENDERS	:	Office of the Chief Engineer (Projects) Bangalore Water Supply and Sewerage Board 3rd Floor Cauvery Bhavan, K G Road. Bangalore-09. email: cep@bwssb.gov.in. Tel: 080 22945108
TIME AND DATE OF OPENING OF FINANCIAL TENDERS	:	Will be intimated to the qualified tenderers
PLACE OF OPENING OF PRICE TENDER	:	Office of the Chief Engineer (Projects) Bangalore Water Supply and Sewerage Board 3rd Floor Cauvery Bhavan, K G Road. Bangalore-09. email: cep@bwssb.gov.in.

		Tel: 08022945108
ADDRESS FOR COMMUNICATION	:	Office of the Chief Engineer (Projects) Bangalore Water Supply and Sewerage Board 3rd Floor Cauvery Bhavan, K G Road. Bangalore-09. email: cep@bwssb.gov.in. Tel: 08022945108
CONTRACT DOCUMENT REFERENCE		Quality and Cost Based Selection (QCBS) as per K/C-4

NOTE:

1. Incomplete bids will not be accepted and will not be considered for bid evaluation
2. The right to accept/reject any or all the bids without assigning any reason vests with Bangalore Water Supply and Sewerage Board.

Contents.

Sr. No	Description	Page No
1	Section 1-Invitation for tender	
2	Section 2– Information to Consultants (ITC)	
3	Section 3 – Technical Proposal-Standard Forms	
4	Section 4 – Financial Proposal -Standards Forms	
5	Section 5 – Terms of Reference (TOR) for Consultancy Services	
6	Section 6 – Standard Form of Contract (GCC and SCC)	

Section 1 – Invitation for tender

(Through Karnataka Public Procurement Portal)

The Chief Engineer (Projects) invites tender from eligible tenderers for the work of "Transaction advisory services for the proposed projects under Public Private Partnership (PPP) model for biogas based revenue generation and carbon credits**," detailed in** Table below. Tenderers are requested to submit their tender through the Karnataka Public Procurement Portal, EMD, and details of their capability to undertake the tender (as detailed in ITT Clause – 4 & 6) in the Karnataka Public Procurement Portal. Price bids of only qualified tenderers who meet the minimum qualification criteria specified in ITC for the contract award will be opened.

1. Tender documents may be downloaded through the **Karnataka Public Procurement portal** https://kppp.karnataka.gov.in website only from **06.11.2024 to 20.11.2024.** Interested Tenderers may obtain further information by accessing the same website.

2. Tenders must be accompanied by the Earnest Money Deposit (EMD) specified for the work in the Table below. The EMD must be in any one of the forms specified in the tender documents and be valid for 45 days beyond the tender's validity.

3. The last date and time for receipt of tenders in the electronic tender box on the website https://kppp.karnataka.gov.in is 20.11.2024 at 12:0 hrs. The bids will be opened at the office on 21.11.2024 at 16:00 hrs. If the bid opening day remains a public holiday, bids will be opened on the next working day at the original stipulated time.

4. The other details can be seen in the tender documents.

Sl. No	**Name of Work**	**Tender Processing Fees**	**Amount put to Tender Rs. in Lakh (Approx)**	**Bid Security Rs. in Lakh**	**Period of completion**
(1)	(2)	(3)	(4)	(5)	(6)
1	Transaction advisory services for the proposed projects under the Public Private Partnership (PPP) model for	To be specified by Karnataka Public Procurement portal	**179.26**	**2.69**	**9 Months**

	biogas-based revenue generation and carbon credits				

5. Bid Security shall be paid only through **Karnataka Public Procurement Portal** only. The value of the bid Security is as mentioned in the table above in column No.05.
6. The cost of the tender document once paid will not be refunded.
7. A scanned copy of the signed technical proposal submission form should be uploaded.
8. Bangalore Water Supply and Sewerage Board reserves the right to cancel or annul the entire or part of this bid invitation process at any time without assigning any reason.
9. For any additional information regarding the above tender, interested firms may contact the office of the undersigned at the address given below on all working days from 10:30 to 17:00.

Office of the Chief Engineer (Projects)
Bangalore Water Supply and Sewerage Board
3rd Floor Cauvery Bhavan, K G Road.
Bangalore-09.
email: cep@bwssb.gov.in.
Tel: 08022945108

Or **visit Website** https://kppp.karnataka.gov.in

10. A list of documents to support the qualification of the bidder is to be uploaded to the Karnataka Public Procurement portal website https://kppp.karnataka.gov.in
11. Other details can be read from the tender documents.

Chief Engineer (Projects)
BWSSB

Section 2 – Information to Consultants

1. INTRODUCTION

1.1. The Client named in the “Data Sheet” shall select a firm from amongst the Consultants who have submitted a complete Technical Proposal and Financial Proposal following the method of selection indicated in the Data Sheet.

1.2. The Consultants are invited to submit a Technical and Financial Proposal, as specified in the Data Sheet (the Proposal), for the consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and a signed contract with the selected Consultant.

1.3. The Assignment shall be implemented as per the phasing indicated in the Data Sheet. When the assignment includes several stages, the consultant's performance under each stage must be to the client’s satisfaction before work begins on the next stage.

1.4. The consultants must familiarize themselves with local conditions and consider them when preparing their proposals. To obtain first-hand information on the assignment, consultants are encouraged to visit the client specified in the Data Sheet before submitting a proposal and to attend a pre-proposal conference if one is called for. Attending the pre-proposal conference is optional. The consultant’s representative should contact the officials mentioned in the datasheet to arrange their visit or obtain additional information about the pre-proposal conference. Consultants should ensure that these officials are given adequate notice of their visit to make the needed arrangements.

1.5. The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining any licenses and permits needed to carry out the services and make relevant project data and reports available.

1.6. Please note that (i) the costs of client visits, preparing the proposal, and negotiating the contract are not reimbursable as a direct cost of the assignment, and (ii) the client is not bound to accept any of the proposals submitted.

1.7. The client expects consultants to provide professional, objective, and impartial advice, always hold the Client’s interests paramount without considering future work, and strictly avoid conflicts with other assignments or their corporate interests. Consultants shall not be hired for any assignment that would conflict with their prior or current obligations to different clients or may place them in a position of being unable to carry out the assignment in the client's best interest.

1.7.1. Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

a. A firm engaged by the client to provide goods or works for a project and any of their affiliates in India shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates in India, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

b. Consultants or any of their affiliates in India shall not be hired for any assignment that, by its nature, may conflict with another assignment of the consultants.

1.7.2. As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work when continuity is essential, in which case this possibility shall be indicated in the Data Sheet, and the factors used to select the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.8. It is GOK's policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:

a. defines, for this provision, the terms set forth below as follows:

i. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or contract execution.

ii. "Fraudulent practice" means a misrepresentation of facts to influence a selection process or the execution of a contract to the detriment of GOK and includes collusive practices among consultants (before or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive GOK of the benefits of free and open competition.

b. will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract.

c. will declare a firm ineligible, either indefinitely or for a stated time, to be awarded a GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent

practices in competing for or in executing a GOK-financed contract.

d. will have the right to require GOK to inspect the consultant's accounts and records relating to the performance of the contract and have them audited by GOK-appointed auditors.

1.9. Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK per the above sub-para 1.8 (d).

1.10. The consultants shall be aware of the fraud and corruption provision in the standard Contract under the clauses indicated in the Data Sheet.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1 Consultants may request clarification on any item of the RFP document up to the date and time indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by electronic mail (e-mail) to the Client's e-mail address, respectively, as indicated in the Data Sheet. The Client will respond to such requests and upload the response (including an explanation of the query without identifying the source of inquiry) in the Karnataka Public Procurement Portal.

2.2 At any time before submitting proposals, the client may modify the RFP documents by amendment for any reason, whether on its own initiative or in response to a clarification requested by an invited firm. Any amendment shall be issued in writing through corrigenda/ addenda. Such Corrigenda/ Addenda shall be uploaded only on the Karnataka Public Procurement Portal and will be binding on them. The Client may, at its discretion, extend the deadline for submitting Proposals.

3. PREPARATION OF PROPOSAL

3.1 Consultants must submit a Proposal (para 1.2) in the language(s) specified in the Data Sheet.

Technical Proposal

3.2 In preparing the technical proposal, consultants must thoroughly examine all documents comprising this RFP. Material deficiencies in providing the requested information may result in the proposal being rejected.

3.3 While preparing the technical proposal, consultants must give particular attention to the following:

a. The Data Sheet estimates the critical professional staff and their staff time. However, the proposal shall be based on the firm's estimate of the number of critical professional staff months, subkey, support staff, surveys, and investigations required for a project.

b. Proposed key professional staff must, at a minimum, have the experience indicated in the Data Sheet.

c. Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

3.4 Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. The firm’s personnel to know the client’s official language is desirable. The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

a. Technical Proposal Submission Form duly signed by the authorized representative of the Bidder (Section 3A).

b. A brief description of the consultant’s organization and an outline of recent similar assignments (Section 3B).

c. Any comments or suggestions on the Terms of Reference and the data, a list of services, and facilities to be provided by the Client (Section 3C).

d. Describe the methodology and work plan for performing the assignment (Section 3D). The Consultant should submit this document at the time of the technical presentation.

e. The list of the proposed staff team by specialty, the tasks assigned to each staff member, and their time for this assignment (Section 3E).

f. CVs recently signed by the proposed critical professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include the years working for the firm/entity and the degree of responsibility held in various assignments.

g. Power of Attorney of Authorised Signatory (Section 3G)

h. Certificate of the Bidder's Financial Capacity (Section 3H). Certificate from Statutory Auditor / Independent Auditor showing the bidder's turnover for the last five Financial Years.

i. Details of the Bidder (Section 3I)

j. Any additional information requested in the Data Sheet.

3.5 The technical proposal shall not include any information on the financial proposal. Consultants submitting any financial proposal information with the technical proposal shall be disqualified.

Financial Proposal

3.6 In preparing the financial proposal, consultants are expected to consider the requirements and conditions of the RFP documents. The financial proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for the staff and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.7 Consultants shall express the price of their services per the information provided in the Data Sheet.

3.8 The Consultant should quote their price offer as per Form 4A in the relevant slot provided on the Karnataka Public Procurement Portal for all the services sought by the department in the Terms of Reference, including all the applicable GST and cesses. In the event of any revision to GST in the future, the quoted rate shall be revised accordingly.

3.9 The Data Sheet indicates how long the proposals must remain valid after submission. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The client will make its best effort to complete negotiations within this period. If the client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

4.1 The original Proposal (technical and financial proposal; see para 1.2) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting except as necessary to correct errors made by the firm. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.

4.2 An authorized representative of the Consultant initials all pages of the Proposal. All proposals should include a written power of attorney confirming the authorization of the firm’s representative.

4.3 The number of copies, as indicated in the Data Sheet, shall be prepared and submitted for each Proposal through KPP portal only.

4.4 The original and all copies of the Technical Proposal shall be Submitted throuh KPP portal only.

4.5 The completed technical and financial Proposal must be delivered through KPP porta; on or before the time and date stated in the Data Sheet. Any Proposal received after the closing time for proposal submissions shall be returned unopened.

4.6 After the deadline for submitting proposals, the evaluation committee shall immediately open the technical proposal. The financial proposal will be opened by intimating the same to the qualified firms.

5. PROPOSAL EVALUATION

General

5.1 From the time of opening the proposals to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the client in the proposal evaluation, comparison, or contract award decisions may result in the rejection of the consultant’s proposal.

5.2 Evaluators of technical proposals shall access the financial proposals only when the competent authority approves the technical evaluation.

Evaluation of Technical Proposals

5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually, evaluates the proposals on their responsiveness to the Terms of Reference, applying the eligibility criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive proposal shall be given a technical score *(St)*. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or fails to achieve the minimum technical score indicated in the datasheet.

Public Opening and Evaluation of Financial Proposals; Ranking

5.4 After evaluating the technical proposals, the client shall notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the financial proposals. The opening date shall not be sooner than one week after the notification. The notification may be sent by electronic mail.

5.5 The Financial Proposals shall be opened publicly in the presence of the consultants’ representatives who choose to attend. The consultant's name, technical proposal scores, and proposed prices shall be read aloud and recorded when the financial proposals are opened. The client shall prepare minutes of the financial bid opening.

5.6 The evaluation committee will determine if the financial proposals are complete (i.e., whether they have costed all items of the corresponding technical proposal; if not, the Client will cost them and add their cost to the initial price) and correct any computational errors.

5.7 The lowest Financial Proposal (*Fm*) will be given a financial score (*Sf*) of 100 points. The other financial proposals' financial scores (Sf) will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (*T* = the weight given to the Technical Proposal; *P* = the weight given to the Financial Proposal; *T+P = 1*) indicated in the Data Sheet: *S= St x T% + Sf x P%*. The consultant achieving the highest combined technical and financial score will be invited for negotiations.

6. NEGOTIATIONS

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to agree on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology, the work plan, staffing, and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out the final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and home office, staff months, logistics, and reporting. The agreed work plan and final Terms of Reference will be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the best the consultant can offer within the available budget and clearly defining the inputs required from the client to ensure satisfactory implementation of the assignment.

6.3 Having selected the consultant on the merits of their proposal, the Client expects to negotiate a contract. Before contract negotiations, the client will require assurances that the experts will be available or that the consultant will provide suitable replacements with equivalent or better educational qualifications and work experience. The Client will only consider substitutions during contract negotiations if both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case, the consultant may be disqualified if it is established that key staff was offered in the proposal without confirming their availability.

6.4 The negotiations will conclude with a review of the draft contract form. To complete the negotiations, the client and the consultant will

initial the agreed contract. If negotiations fail, the Client reserves the right to cancel and invite a fresh tender.

6.5 The Client reserves the right to request any further supporting documents from the selected Consultant before signing the Contract.

7. AWARD OF CONTRACT

7.1. The Client will notify the Consultants whose offer has been accepted by email, facsimile, or letter (hereinafter called the "Letter of Acceptance") before the proposal's validity expires. After notifying the successful Consultant, the Client will promptly notify other Consultants that they were unsuccessful through the Karnataka Public Procurement Portal only.

7.2. The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

7.3. Notwithstanding Clause 7.1, the client reserves the right to accept or reject any proposal, cancel the tender process, and reject all proposals at any time before the award of the contract without thereby incurring any liability to the affected consultants or any obligation to inform the affected consultants of the grounds for the Client's action.

8. CONFIDENTIALITY

8.1. Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process until the winning consultant has been notified that it has been awarded the contract.

DATA SHEET

INFORMATION TO CONSULTANTS

Clause ref	Particulars	Details
1.1	Name of the client	Bangalore Water Supply and Sewerage Board
	Method of selection	Quality and cost-based selection (QCBS)
1.2	Technical and financial proposals are requested	Yes
	Name of the assignment	Transaction advisory services for the proposed projects under the Public Private Partnership (PPP) model for biogas-based revenue generation and carbon credits.
	The objective of the assignment	The primary objective of the assignment is to facilitate the client's transition towards a technologically advanced and data-driven approach for the proposed project for biogas generation, revenue enhancement, and carbon credits to take up under the Public Private Partnership (PPP) model.
	Description of the assignment	Elaborate the following 4 Tasks, as described in more detail in the TOR of this RfP. • Task A: Elaborate Techno-Economic Feasibility Study Report. • Task B: Structuring of the recommended biogas project for private sector participation. • Task C: Elaborate Tender Documents and Concession Agreement. • Task D: Assistance in Tender Evaluation and in getting Concession Agreement signed.
1.3	Assignment is phase	No
1.4	A pre-proposal conference will be held	Yes
	Date, Time & Venue	.11.2024 at 2 PM. Office of the Chief Engineer (Projects) Bangalore Water Supply and Sewerage Board 3rd Floor Cauvery Bhavan, K G Road Bangalore-09.

	Name, Adress and Telephone numbers of the client's officials	Office of the Chief Engineer (Projects) Bangalore Water Supply and Sewerage Board 3rd Floor Cauvery Bhavan, K G Road Bangalore-09. email: cep@bwssb.gov.in. Tel: 08022945108
1.5	Client will provide the following inputs	Office space
1.7.2	The Client envisages the need for continuity of downstream work	Yes
	The scope, nature, and timing of future work	Outlined in Terms of reference.
1.11	The clauses on fraud and corruption	As per sub clause 2.7.1 of GCC
2.1	Clarifications may be requested until	One day before the pre-proposal conference and five days before the submission date
	Address for requesting Clarification	Office of the Chief Engineer (Projects) Bangalore Water Supply and Sewerage Board 3rd Floor Cauvery Bhavan, K G Road Bangalore-09. email: cep@bwssb.gov.in. Tel: 08022945108
3.1	Proposals should be submitted in the following language(s)	English
3.3	i. Shortlisted consultant may associate with other shortlisted consultant	No
	ii. The estimated number of key professional staff months required for the assignment is	42
	iv. The minimum required experience of proposed key professional staff is	Refer TOR
	vi. Reports which are part of the assignment must be written in the following language	English
3.4	vii. Training is an important feature of this Assignment	Yes
	viii. Additional Information in the	As detailed in TOR

	Technical Proposal includes	
3.10	Proposals must remain valid 90 days after the submission date i.e Until	Dd/mm/yyyy
4.3	Consultants must submit an original and ____ [Number] additional copies of each proposal.	Through KPPP only
4.4	The proposal submission address is:	Through KPPP only
	The information on the outer envelope should also include	Through KPPP only
4.5	Proposals must be submitted no later than the following date and time	20.11.2024 before 1600 Hrs
5.1	The address to send information to the Client is:	Office of the Chief Engineer (Projects) Bangalore Water Supply and Sewerage Board 3rd Floor Cauvery Bhavan, K G Road Bangalore-09.
5.3	The number of points to be given under each of the evaluation criteria are	As per Evaluation criteria detailed under technical proposal.
5.8	The formula for determining the financial scores is the following:	[Sf = 100 x Fm/F, in which Sf is the financial score, Fm is the lowest price, and F is the price of the proposal under consideration]
	The weights given to the technical and Financial Proposals	T= 0.75, and F= 0.25
6.1	The address for negotiations is	Office of the Chief Engineer (Projects) Bangalore Water Supply and Sewerage Board 3rd Floor Cauvery Bhavan, K G Road Bangalore-09. email: cep@bwssb.gov.in. Tel: 08022945108
7.2	The Assignment is expected to commence on	From the date of Issue of Work order and entry in to an agreement.

Evaluation criteria.

A. Pre-Qualification

The Technical bids of only the Consultants satisfying the following pre-qualification criteria will be evaluated –

Sl. No.	Eligibility Criteria	Supporting Document to be Submitted *(All documents to be submitted unless indicated otherwise)*
1.	**Legal Entity:** The Bidder should be either. 1. The Firm must have an office in India, operating for a minimum of 10 Years, and should be registered under the Indian Companies Act. 1956. (certificate of incorporation and PAN Card must be furnished with technical proposal) 2. The Firm must have an ISO: 9001 certification. (A copy of the certificate must be furnished with Technical Proposal) 3. The firm should not have been blacklisted by any government / Non Government / Private agencies/organizations/institutions and funding agencies as on date of submission of bid. (self declaration attested copy) 4. The experience and financial capability of the parent company shall not be considered in the case of any Indian subsidiary. 5. Bidders are not allowed to form Joint ventures or Consortiums with other	1. If the Bidder is a Company a. Copy of Certificate of Incorporation 2. If the Bidder is an Limited Liability Partnership a. Copy of LLP Registration Certificate 3. If the Bidder is a Partnership Firm a. Copy of Partnership Registration Certificate 4. All Bidders must submit the following a. Copy of GST Registration b. Copy of PAN Card

Sl. No.	Eligibility Criteria	Supporting Document to be Submitted *(All documents to be submitted unless indicated otherwise)*
	bidders. 6. Subletting/ subcontracting of any part of work is not permitted. 7. Firm having worked in this region is desirable. (In Karnataka &Bangalore) 8. Experience of personnel in consultancy organizations shall only be considered. 9. Experience of the Key personnel who are presently with the firm for not less than 6 months shall only be considered. 10. The company should not be a loss making in the previous year. Documentary proof -shall be submitted along with Bid. 11. Assignments done in India only will be considered with either Central Government / State Governments / Department / Urban Local Bodies / Government entities / Public Sector Undertakings. Private sector experience will not be considered. The consultant must demonstrate capabilities and experience in the following fields: • Experience in preparing project proposals to optimize operating STPs (troubleshooting and recommending options for improvement). • Experience in operation of sludge digesters.	

Sl. No.	Eligibility Criteria	Supporting Document to be Submitted *(All documents to be submitted unless indicated otherwise)*
	• Experience structuring PPP projects in urban infrastructure (projects that consultants have designed and successfully operated for the past three years). • Experience in developing strategy for utilisation of biogas for various purposes.	
2.	**Years of Experience:** The Bidder should have at least 5 (five) years of experience as on the date of notice inviting tender in **providing consulting services in sewerage, sewage treatment, and project structuring**	**1.** Technical Proposal Submission Form at **Section 3A** 2. Details of the Bidder at Section 3B
3.	**Average Annual Turnover:** The consultant shall have minimum financial turnover of at least Rs.30 Crores in at least two financial years during the last 5 FYs (2019-20 to 2023-24). The Firm must ensure that they submit the evidence of eligibility criteria on turnover & positive net worth as on Date in the form of audited financial statements signed& audited by Chartered Accountant, along with supporting P/L statement and balance sheets. The Financial Capacity of only the bidding entity will be considered for this criterian. The Financial Capacity of the parent / subsidiary / associate entities of the Bidder would not be considered for assessment of	1. Certificate from Statutory Auditor / Independent Auditor showing the turnover of the company for the last 5 Financial Years (i.e., FY 2019-20, FY 2020-21,FY 2021-22, FY 2022-23 and FY 2023-24) with supporting P/L statements and balance sheets.

Sl. No.	Eligibility Criteria	Supporting Document to be Submitted *(All documents to be submitted unless indicated otherwise)*
	eligibility for this criterian.	
4.	**Experience of implementing consultancy projects at National/Internationally for Central Government/ State Government /ULBs with the scope Urban wastewater.** a. Experience in preparation of Techno-Economical feasibility report/DPR for sewage treatment and/or biogas generation/sludge management and utilization in last five years of minimum 90 lakh. b. Experience in working with PPP related projects. Only PPP projects with project cost of at least INR. 200 Crores and completed (i.e. private sector player/concessionaire is selected) within past 05 years preceding the proposal due date shall be considered as eligible assignment. The said assignments should meet the following criteria in addition to the above • The consultancy assignment should be for at least a year. • The assignment must have been undertaken within the last 5 (five) FY years (2019-20 to 2023-24)	• Bidder's References in the format at **Section 3B** • At least one of the following documents issued by the client for the project / work should be submitted as proof of undertaking for the respective assignment. o Work Order o Contract / Agreement
5.	The Consultant should be empanelled as Transaction Advisor under the Empanelled list of Transaction Advisors, by Department of Economic Affairs, Government of India Note: 1. Necessary notarized certificates towards the above experience shall be uploaded	

Sl. No.	Eligibility Criteria	Supporting Document to be Submitted *(All documents to be submitted unless indicated otherwise)*
	along with the other tender documents.	
6.	**Not Blacklisted / Barred and Not Involved in Major Litigation Affecting Service Delivery:** The Bidder should not have been blacklisted / barred by any Central or State Government or PSU and should not be involved in any major litigation that may affect or compromise the delivery of service required. Further, in the last 5 (five) years, the Bidder or any of their Associate have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.	• Technical Proposal Submission Form at **Section 3A**
7.	**Power of Attorney:** The Bidder must submit a duly executed Power of Attorney in favour of the Authorized Signatory of the Bidder or a Copy of Board Resolution duly authorizing signatory for signing this bid.	• Duly executed Power of Attorney in favour of the Authorized Signatory of the Bidder for signing this bid in format at **Section 3G** or a Copy of Board Resolution duly authorizing the Authorized Signatory
8.	**Key Personnel:** The Bidder shall form a multi-disciplinary team for	1. Team composition and task assignments in the format at **Section 3E**

Sl. No.	Eligibility Criteria	Supporting Document to be Submitted *(All documents to be submitted unless indicated otherwise)*
	undertaking this assignment and shall submit CVs of the Key Personnel in accordance with the Terms of Reference of the RFP document.	2. CVs of the following Key Personnel (Suggested format available at **Section 3F**) 1. Team Leader 2. Senior Engineer 3. Finance cum PPP Expert 4. Legal expert 5. Project implementation engineer

NOTE:

1. For Projects where the Bidder has worked as a consortium member, it will be considered only if the bidder is the Lead Member of that consortium. The Bidder shall furnish documents to substantiate the role of the firm in the project. The Client reserves the right to request any further supporting documents from the selected bidder prior to the signing of the contract.
2. The Client shall be free to make enquiries from previous clients of the Bidder about the work, conduct, performance, quality of service and such other related general enquiries about the Bidders. The Bidder would have no objection to the Client making such enquiries from their existing / past clients.

B. Technical proposal

The evaluation committee appointed by the Client will carry out its evaluation of qualified firms' technical proposal applying the evaluation criteria and point system specified below. Each responsive proposal will be attributed a technical score (St).

[Note to Consultant: The Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skill mix; and the work plan has right input of Experts].

The Bidder shall be evaluated according to the below mentioned parameters –

Sl. No.	Criteria	Marks
1.	Relevant Experience of firm for the assignment	**10 marks**

Sl. No.	Criteria	Marks
2.	Qualification and Experience of Key Professional Staff	50 marks
3.	Approach & Methodology	40 marks
TOTAL		**100 marks**

1. Relevant Experience of firm for the assignment **(executed in last 5 years from 2019-20 to 2023-24)**			
Sl. No.	**Technical Criteria**	**Maximum Marks**	**Supporting Documents** *(all documents to be submitted unless indicated otherwise)*
1.1	Experience in preparation of Techno-Economical feasibility report/DPR for sewage treatment and/or biogas generation/sludge management and utilization in last five years of minimum 90 lakh. ≥1 project – 1 marks ≥2 projects – 2 marks ≥3 Projects – 4 marks	**4 marks**	• Bidder's References in the format at **Section 3B** • At least one of the following documents issued by the client for the project / work should be submitted as proof of undertaking for the respective assignment. o Work Order o Contract / Agreement
1.2	Experience in working with PPP related projects. Each eligible project = 3 marks Note: Only PPP projects with project cost of at least INR. 200 Crores and completed (i.e. private sector player/concessionaire is selected) within past 05 years preceding the proposal due date shall be considered as eligible assignment.	**6 marks**	• Bidder's References in the format at **Section 3B** • At least one of the following documents issued by the client for the project / work should be submitted as proof of undertaking for the respective assignment. o Work Order o Contract / Agreement
Sub-Total		***10 marks***	

1. Relevant Experience of firm for the assignment **(executed in last 5 years from 2019-20 to 2023-24)**			
Sl. No.	**Technical Criteria**	**Maximum Marks**	**Supporting Documents** *(all documents to be submitted unless indicated otherwise)*

Note for Evaluation of Experience of the Bidder:

1. For Projects where the Bidder has worked as a consortium member, it will be considered only if the bidder is the Lead Member of that consortium. The Bidder shall furnish documents to substantiate the role of the firm in the project. The Client reserves the right to request any further supporting documents from the selected bidder prior to the signing of the contract.
2. The Client shall be free to make enquiries from previous clients of the Bidder about the work, conduct, performance, quality of service and such other related general enquiries about the Bidders. The Bidder would have no objection to the Client making such enquiries from their existing/past clients.

2. Qualification and Experience of Key Professional Staff				
Sl. No.	**Technical Criteria** *(as per Terms of Reference)*	**Experience**	**Maximum Marks**	**Supporting Documents** *(all documents to be submitted unless indicated otherwise)*
2.1	**Team Leader** Minimum educational qualification (Masters in Environmental Engineering & graduate in civil/mechanical) – ***4***	1. Should have a minimum of 20 years of overall professional experience with at least 15years of experience in Biogas based revenue generation and corbon credits three (3) projects having the biogas based revenue generation and corbon credits. 2. Should have experience in preparation of DPR, Contract documents and Bid management.	**14 Marks**	• Team composition and task assignments in the format at **Section 3E** • CVs of the Key Personnel

2. Qualification and Experience of Key Professional Staff				
Sl. No.	**Technical Criteria** *(as per Terms of Reference)*	**Experience**	**Maximum Marks**	**Supporting Documents** *(all documents to be submitted unless indicated otherwise)*
	marks	3. Should have minimum experience on working in projects based on PPP and DBFOT model. 4. Experiences as team leader for minimum 2 numbers of Biogas based revenue generation and corbon credits. 5.Should have working experience in sludge management for effectively increase biogas generation from the existing STPs. 6. should have experience in design, analysis quantity and quality of the sludge.- total- ***10 marks.***		(Suggested format available at **Section 3F**)
2.2	• **Senior Engineer** • Minimum educational qualification (Shall be Graduate in Civil Engineering with a Masters in Environmental Engineering/	• should have overall professional experience of 10 years in environmental/hydraulics engineering and minimum 5years of experience for effective functioning of biogas based revenue generation.	**9 Marks**	• Team composition and task assignments in the format at **Section 3E** • CVs of the Key Personnel (Suggested format available

2. Qualification and Experience of Key Professional Staff				
Sl. No.	**Technical Criteria** *(as per Terms of Reference)*	**Experience**	**Maximum Marks**	**Supporting Documents** *(all documents to be submitted unless indicated otherwise)*
	Hydraulics) – 3 **marks** • Minimum number of years of experience &Relevant work experience – 6 **marks**			at **Section 3F**)
2.3	**Finance cum PPP Expert** 1.Minimum educational qualification (A graduate with MBA in Finance or Marketing) – 3 **marks** 2.Minimum number of years of experience & Relevant work experience – 6 **marks**	1. Minimum 10 years of experience in conducting feasibility studies and transaction advisory having adequate exposure to various business models and associated risks. 2. At least 8 years of experience in financial viability assessments, preparation of revenue models, and financial models. 3. Experience in Contracts and Bid Process Management. 4. Experience working on projects based on PPP (Public Private Partnership) and DBFOT (Design-Build Finance-Operate-Transfer) models.	**9 Marks**	• Team composition and task assignments in the format at **Section 3E** • CVs of the Key Personnel (Suggested format available at **Section 3F**)
2.	**Legal**	1. Minimum 7 years of	**9**	• Team

2. Qualification and Experience of Key Professional Staff				
Sl. No.	**Technical Criteria** *(as per Terms of Reference)*	**Experience**	**Maximum Marks**	**Supporting Documents** *(all documents to be submitted unless indicated otherwise)*
4	**Expert** 1.Minimum educational qualification (Possession of a Postgraduate degree in Law) – 3 **marks** 2.Minimum number of years of experience & Relevant work experience – 6 **marks**	experience with a strong background in Policy development, Project structuring, Bid process management, and Legal documentation for diverse Infrastructure Projects. 2. Demonstrated experience in projects based on PPP (Public-Private Partnership) and DBFOT (Design-Build-finance-Operate-Transfer) models. 3.Experience in relevant Project	**marks**	composition and task assignments in the format at **Section 3E** • CVs of the Key Personnel (Suggested format available at **Section 3F**)
2.5	Project implementation Engineer 1.Minimum educational qualification (Post-graduate degree in civil or mechanical engineering) – 3 **marks** 2.Minimum	1. 15 years of professional experience in WwTP projects. 2. Proven track record in project implementation's, demonstrating comprehensive knowledge and expertise in assessing and optimizing water use. 3. Proficient in the preparation of Detailed Project Reports (DPRs) including AMR/AMI, contract documents and Bid Management specifically for WwTP projects.	**9 marks**	•

2. Qualification and Experience of Key Professional Staff				
Sl. No.	**Technical Criteria** *(as per Terms of Reference)*	**Experience**	**Maximum Marks**	**Supporting Documents** *(all documents to be submitted unless indicated otherwise)*
	number of years of experience & Relevant work experience – 6 **marks**			
Sub-Total			***50 marks***	

Note for Evaluation of Qualification and Experience of Key Professional Staff*:*

1. One resource shall be proposed for only one position, i.e., the same resource cannot be proposed for more than one position.
2. The Client shall be free to make enquiries from previous clients of the Bidder about the work, conduct, performance, quality of service and such other related general enquiries about the Bidders. The Bidder would have no objection to the Client making such enquiries from their existing/past clients.

3. Approach and Methodology			
Sl. No.	**Technical Criteria** *(as per Terms of Reference)*	**Maximum Marks**	**Supporting Documents** *(all documents to be submitted unless indicated otherwise)*
3.1	**Understanding of Assignment:** The Bidder shall present on their understanding of the objectives of the assignment and the	**10 Marks**	The approach and methodology to be submitted at the time of submission of the Technical Proposal on the Government of Karnataka Public

3. Approach and Methodology			
Sl. No.	**Technical Criteria** *(as per Terms of Reference)*	**Maximum Marks**	**Supporting Documents** *(all documents to be submitted unless indicated otherwise)*
	scope of work for the assignment.		Procurement Portal.
3.2	**Adequate organizational set up**: Clear and appropriate roles for key personnel and managing schedule.	**10 Marks**	
3.3	**Bid responsiveness:** Meeting all requirements and needs of the project, including novel and innovative approaches to achieve the detailed scope and proposed timelines.	**20 Marks**	
Sub-Total		***40 marks***	

Section 3: Technical proposal standard Forms

3A. Technical Proposal Submission Form

3B. Consultant’s References

3C. Comments and suggestions on the Terms of Reference and on data, services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition and task assignments

3F. Format of Curriculum Vitae of proposed key professional staff

3G. Time Schedule for professional personnel

3H. Activity (Work) Schedule

3A. Technical Proposal Submission Form

(To be submitted on the Bidder's letterhead)

[Location, Date]

FROM: (Name of Consultant) TO: (Name and Address of Client)

Ladies/Gentlemen:

Subject: Hiring of Consultancy Service for ----------Technical Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Consultant:
Address:

3B. Bidder's References

Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Key professional staff Provided by Your Firm/entity(profiles):</td></tr>
<tr><td colspan="2">Name of Client:</td><td>No. of Staff:</td></tr>
<tr><td colspan="2">Address:</td><td>No. of Staff-Months; duration of assignment:</td></tr>
<tr><td>StartDate(Month/Year):</td><td>Completion Date (Month/Year):</td><td>Approx. Value of Services (Rs. Million):</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>No. of Months of Key professional staff, provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director/ Coordinator, Team Leader) involved and functions performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Consultant's Name:_____

1.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

<u>On the Terms of Reference</u>:

1.

2.

3.

4.

5.

<u>On the Data, Services, and Facilities to be provided by the Client</u>

1.

2.

3.

4.

5.

Authorised Signatory: _____

Name and Title of Signatory: _____

Bidder's Name: _____

3D. Description of the methodology and work plan for performing the assignment.

Refer Approach & Methodology under Evaluation criteria

3E. Team Composition and Task Assignments

1. Technical/ Managerial Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

2. Support Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

3F. Format of Curriculum Vitae of proposed key professional staff

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality:_____

Membership in Professional Societies: _____

_____

Detailed Tasks Assigned: _____

_____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

_____

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

_____

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

_____

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

_____

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____

_____ *Date:*_____

[Signature of staff member and authorized representative of the Consultant]
Day/Month/Year

Full name of staff member: _____
Full name of authorized representative: _____

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Sl.No.	Name	Position	Reports Due/Activities	Months (in the form of a Bar Chart)*										Number of Months
				1	2	3	4	5	6	7	8	9		
1.														Subtotal(1)
2.														Subtotal(2)
3.														Subtotal(3)
4.														Subtotal(4)

Full-time: _____ Part-time: _____

Reports Due: _____

Activities Duration: _____

Signature:_____

*The Schedule should be for the period of completion of assignment (Authorized Representative)

Full Name:_____

Title:_____

Address:_____

3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items:

		Monthwise Program (inform of Bar Chart) ++ ***[1st, 2nd, etc. are months from the start of assignment]***											
Sl. No.	Item of Activity (Work)	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
	_____												
	_____												
	_____												
	_____												
	_____												

++The Program should be period of completion of assignment.

B. Completion and Submission of Reports

Reports:*	Programme:(Date)
1. Inception Report	
1. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

Modify as required for the Assignment.

4. Financial Proposal – Standard Forms

4A. Financial Proposal submission form.

4B. Summary of Costs

4C. Breakdown of Costs

4A. Financial Proposal submission form

FROM:(Name of Consultant)	TO:(Name and Address of Client)
_____	_____
_____	_____

Ladies/Gentlemen:

Subject: Hiring of Consultants' Services for ----------

---------- Financial Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal (technical and Financial Proposals). Our attached financial proposal is for the sum of [*Amount in words and figures*].

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations until the expiration of the validity period of the Proposal, i.e., [*Date*].

We undertake that, in competing for (and, if we are awarded, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India, namely the Prevention of Corruption Act 1988.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of the Consultant:

Address:

Note: Disclosure of financial bid in technical proposal will be treated has technically non-responsive.

4B. Summary of costs

No.	Description@	Amount (Rupees)
I	Remuneration for Key professional staff	
II	Supporting Engineers, Staff, office boy/attender	
III	Transportation	
IV	Office Supplies,Communication and contigencies	
V	Reports and Document Printing 3sets in each stage	
	TOTAL COST	
	TOTAL COSTS	

Note:

1. The ceiling cost of the consultancy is as shown in the Summary of Costs. Payments will be made as per stipulations of the Special Conditions of Contract.The break-up of cost as given in formats 4C is to facilitate assessment of reasonableness of costs and conducting negotiations in accordance with clause 6 of the Information to Consultants.
2. The firms indicating financial price in the technical proposal will not be considered for evaluation under any circumstances, financial price should be indicated only in the financial Proposal.
3. GST not applicable as it is a service tender.

Note: 1.Disclosure of financial bid in technical proposal will be treated has technically non-responsive.

2.Amount put tender is inclusive of success fees of Rs. 5.22 lakh, hence, the amount quoted by tenderer will be considered as inclusive fee of success fee Rs. 5.22 lakh. This success fee will be paid only upon successful Concession agreement signing along with the 15% payment reserved in the payment schedule under sl No. (6).

4C. Breakdown of Costs

I REMUNERATION FOR Key STAFF

No.	Position	Name	Rate* (Rs.) **	Staff Month	Amount (Rs)
Key professional staff					
Total					

II Support Engineers, Staff

Sl NO.	**Position**	**Name**	**Staff Month**	**Billing Rate**	**Amount in Rs.**
Total					

III. Transportation

I. Office Supplies,Communication and contingencies

II. Reports and Document Printing 3sets in each stage

Note: 1.Disclosure of financial bid in technical proposal will be treated has technically non-responsive.

Section 5. Terms of Reference

1. Project Background

Bangalore Water Supply and Sewerage Board (BWSSB) is an autonomous body formed by the State legislature under the Bangalore Water Supply and Sewerage Board Act on 10-09-1964 for Water Supply & Sewage disposal. It is one of the first Water supply & Sanitation Utilities in India with the jurisdiction of the entire Bruhat Bengaluru Mahanagara Palike Area of 800 Sqkm (Bengaluru Core area of 245 Sqkm, 8 Urban Local Bodies of 330 Sqkm (7 City Municipal Corporation and 1 Town Municipal Corporation and 110 Villages of 225 Sqkm.)

Bangalore is on the watershed of two principal river basins, Arkavathi to the west and South Pennar to the East. The local topography is characterized by a series of well-defined valleys that radiate from a ridge of High Ground to the north of the city and fall in a gradual manner towards a wide belt of flat land extending beyond the limits of the metropolitan area to the South. The three principal valleys are known as Vrishabhavathi, Koramangala, and Chellaghatta, and the three valleys run generally in a north-to-south direction and divide the greater part of the metropolitan area, which lies to the south of the ridge into three separate and distinct drainage zones. A fourth valley system referred to as the Hebbal series forms a drainage zone to the north of the ridge and runs in north-easterly direction. Five minor valleys, the Kathriguppa and Tavarekere to the south, the Arkavathi and Kethamaranahally to the northwest, and Marathhally to the east, lie outside the tributary area of the major valleys, and they drain independently to the fringe areas that form the remainder of the metropolitan area. The configuration of valleys in well-graded side slopes of their tributary areas has provided Bangalore with a natural drainage system without recourse to pumping, and, therefore, both sewerage and storm-water flow by gravity beyond the city.

The system of sewers for the conveyance of domestic and industrial wastewater through an underground drainage system was introduced in the year 1922. The system introduced initially was confined to heavily populated areas in the heart of the city, and although a gradual extension took place then onwards, it was not until 1950 that a major program of sewer construction commenced. With the formation of the Board (BWSSB) in 1964, the program to provide a sewerage system in the unsewered areas was implemented in a phased manner, together with sewage treatment to prevent the valleys' environmental degradation. It is estimated that roughly 1,400 MLD of wastewater flows through its three

valleys – the Vrishabhavathi, the Koramangala - Challaghatta, and the Hebbal. The amount of sewage generated would be higher since many private bore wells exist, and there is no scientific estimate of the quantity of water withdrawn from them. Sewage in the city follows the regional topography and flows by gravity along the three principal valleys and five minor valleys without any major pumping requirement.

The core area of Bengaluru, the older part of the city, is spread over an area of 245 Sqkm. BWSSB has jurisdiction in this area to supply potable water to the citizens and collect, convey, and treat the wastewater generated. Several schemes were implemented to supply water to the city. About 3300 km of smaller diameter pipelines were laid to collect wastewater generated in the city. Higher-diameter pipes to the extent of 300 km were laid to convey the collected wastewater to the treatment plants. Some of the pipelines were laid about 40 to 50 years back. Due to various reasons, viz. aging of sewers, encroachment of sewers, damages in the sewerage system, crown corrosion of sewers, abuse of sewers, direct discharges from the houses built on the side of Storm Water Drains, direct discharges from Apartments, new layouts etc., a part of wastewater is flowing through Storm Water Drains and entering lakes and due to this the lakes are being polluted. Following are the details about the existing sewerage system.

1	Total length of the sewer system	8387 kms
2	Number of manholes	2.69 lakhs
3	Sanitary house service connections	10.00 lakhs
4	Number of machines (Jetting & Sucking machines) for cleaning & maintenance of sewer system	175 Nos
5	Total no. of desilting machines	40 Nos
6	Sewerage network Length of Laterals (< 300 mm dia)	6905.7 kms
7	Length of Trunk Sewers (> 300 mm dia)	1481 kms
8	Number of STP's	34 Nos
9	Sewage Generation	1440 MLD
10	Sewage Treatment capacity	1348.5 MLD

There are 34 wastewater treatment plants (WwTPs), four tertiary and twenty-nine secondary sewage treatment plants, with a total installed capacity of 1348.5 MLD. The treatment technologies commonly adopted and implemented by BWSSB are Activated Sludge Process (ASP), Sequencing Batch Reactor (SBR), Moving Bed Biofilm Reactor (MBBR), Membrane Bioreactor (MBR), Up-flow Anaerobic Sludge Blanket Reactors (UASB), along with advanced and tertiary treatment technology like Enhanced Biological Nutrient Removal (BNR), High-Rate Settler (DENSADEG), Ultrafiltration (UF), Rotary disc filters, etc. have also been incorporated to enhance the quality of treated water. When ongoing WwTPs are commissioned, BWSSB can treat 1666.5 MLD of sewage.

Of the 1348.5 MLD of treated wastewater, 323 MLD is used directly for agriculture, 318.5 MLD is discharged into lakes, recharging groundwater and used by farmers, 42.4 MLD is sold to industries, and 5.4 MLD of water is supplied for horticultural use in the city's botanical gardens. The remaining 445 MLD of water is directly discharged into the stormwater drains and valleys in and near the city.

2. Actual biogas situation

Operating and maintaining sewage treatment plants requires considerable financial resources, and BWSSB is exploring options to generate revenues to sustain WwTP operations. One such option is biogas, generated during the anaerobic digestion of sewage sludge. The biogas generated could be used for energy generation or bottled and sold.

At present, anaerobic digesters have been installed at six sewage treatment plants. The details of the plants are detailed in the table below.

SL no	**Name**	**Capacity in MLD**	**Treatment Process**
1	K&Cvalley	60	Activated Sludge Process
2	BellandurAmanikere	90	Activated Sludge Process
3	V valley	150	Two Stage High-Rate Trickling Process
4	K&Cvalley	150	Activated Sludge Process

5	Hebbala	100	Activated Sludge Process
6	Doddabelle	40	Sequencing Batch Reactor
	Total MLD	**590**	

The biogas generated at these plants is presently flared.

3. Objective

The objective of this exercise is to evaluate and define the best value for money for utilizing the biogas from sludge digestion at 6 STPs with total capacity of 590 MLD. The recommended project needs to be structured as a PPP project that is attractive for the private sector to design, finance, build, operate, and transfer.

In order to achieve this objective, the present assignment shall cover the following 4 key tasks:

- Task A: Elaborate a Techno-Economic Feasibility Study Report for submission to the concerned regulatory department.
- Task B: Structure the recommended biogas utilization project such that it is attractive for private sector participation, detailing the risks (technical/financial/regulatory), financial sustainability, and gains (Internal Rate of Return on investments; payback, etc) of the project.
- Task C: Develop Tender Documents and Concession Agreement
- Task D: Assist in Tender Evaluation and in getting the Concession Agreement signed.

4. Detailed Scope of Works

Task A: Techno-Economic Feasibility Study Report

To improve the financial sustainability of STP operations, BWSSB is envisaging generating revenue from sludge treatment and use at their sewage treatment plants. BWSSB plans to engage a consultant to prepare a detailed project report to achieve this goal. The detailed project report will require working on the following activities:

A1. Technical assessment of actual situation:

1. Conduct sampling and analysis of actual wastewater flows and wastewater[1] quality to the WwTPs at K&C Valley (60MLD), Bellandur Amanikere (90MLD), V Valley (150MLD), K&C Valley (150MLD), Hebbal (100MLD) and Doddabelle (40MLD) and compare results with historical data available at the plant/BWSSB.
2. Estimate the sludge generation with the flow and sewage quality details and compare it with the actual generation. If low, identify plausible causes and recommend measures to address them[2].
3. Assess the quality[3] of sludge generated in the WwTPs at K&C Valley (60MLD), Bellandur Amanikere (90MLD), V Valley (150MLD), K&C Valley (150MLD), Hebbal (100MLD) and Doddabelle (40MLD).
4. Conduct tracer-based measurements to determine the mixing time of anaerobic digesters, and the active reactor volume (net reactor volume minus volume of deposits in the reactor).
5. Estimate the theoretical biogas generation following anaerobic digestion of sludge and compare with actual biogas generated[4].
6. Should the actual biogas generation be lower than the theoretical, identify reasons and measures to address/increase gas generation. Detail the measures needed (process/operation) to maximize sludge and biogas generation at the sewage treatment plants.
7. List and justify items needed to bring sludge and biogas generation to a level that would meet expectations at comparable STPs with mesophilic (≈35°C) anaerobic digestion. Estimate the time to implement these recommendations.
8. Additionally, analyze appropriateness and feasibility to increase the biogas yield through any of the following 2 options, at all or at some of the 6 STPs: (a) Co-digestion of organic waste in the digesters, such as eg. fruit and vegetable waste, or waste from food processing, or fat-oil-grease (FOG, or dairy waste, or brewery waste, etc. For this analysis it needs to be checked which type of organic waste may be available nearby. And the analysis also has to take the necessary mechanical pre-treatment of the organic waste into account, as required to remove unwanted solid non-digestible matter such as plastics or else. (b) Thermal Hydrolysis process (THP) followed by mesophilic anaerobic digesters.

[1] Twenty-four-hour composite sampling and analysis on 5 days for pH, SS, BOD_5, COD, NH_3-N, and heavy metals. Analyze sewage quality at influent and after primary and secondary treatment. Minimum of 3 sampling days need to be dry-weather days.
[2] Sludge generation to be as close as the theoretical sludge generation.
[3] At a minimum, analyze pH, dry solids, Volatile dry solids, heavy metals.
[4] Historical data at the plant.

9. As these are operating plants recommend measures to operate the plant while the recommended measures are implemented to keep disruption to service at a minimum.
10. Recommendation to handle the digested sludge and its useful for revenue generation along with other options like carbon credit shall also be worked out.

A2-1. Technical definition and design of two project options for biogas use:

11. The two options to compare are: (a) electricity generation from biogas versus (b) bottling and selling of biogas.
12. Both options need to be designed for all their components (sludge thickening, anaerobic digestion, biogas purification, gas holder, flare, gas bottling, etc as needed for either option).
13. When elaborating the technical components, evaluate options for (different) biogas purification technologies as needed for either option[5], and design cost-effective systems, which are simple and easy to operate with low capex and opex.
14. The possibility & feasibility to allocate all needed components at the respective WwTP premises needs to be confirmed, and draft layouts to be developed.
15. For both options, assess safety measures for handling biogas, such as gas detection systems, pressure relief valves, and flaring systems.
16. Ensure that the suggested biogas and digestated utilization options are in compliance with all regulatory and legal provisions with respect to Waste Management.
17. Ensure that the suggested biogas and digestate utilization options are in compliance with all regulatory and legal provisions with respect to Environmental Protection.
18. Develop a tentative time-plan for implementation of either option.

A2-2. Technical definition and design for digested sludge utilization:

19. Detail and evaluate the potential uses of the digestate (digested sludge). For different options (such as reuse in agriculture, reuse

[5] Design considering the historical gas composition data cross-checked with a few measurements during the assignment.

in road construction, incineration, etc), design the units needed to process the digested sludge for the respective reuse.

A3-1 & 2. Environmental assessment of the two project options for biogas use and digested sludge utilization:

20. The above 2 options will also require a detailed calculation of the respective impact on greenhouse gas (GHG) emissions. Actual situation serves as baseline, and the 2 options shall present different scenarios that will be compared. These calculations also need to include the impact of digestate (digested sludge) reuse.
21. Elaborate on any other environmental risks, and pros and cons, which may be associated with the 2 suggested biogas options.

A4-1. Financial assessment of the project for biogas use:

22. Estimate the capital cost (capex) for biogas plant upgrade, if needed to increase biogas yield. This cost item should also include all necessary rehabilitation works and installations as needed for the existing facilities.
23. Estimate the capital cost (capex) for biogas utilization, separately for the 2 options (electricity generation vs biogas bottling)
24. For all the above investments, calculate the resulting opex implications, respectively. When doing these calculations, opex – as a minimum - needs to be split into the following cost sub-items but not limited to: personnel, electric power, digester heating, chemicals, sludge reuse/disposal, maintenance. These opex calculations also need to consider the revenue that can be generated by selling of bottled gas, as well as the potential reduction of electricity cost to be purchased from the public grid.
25. Related to carbon credits, 3 different scenarios shall be defined (with low, medium, and high unit carbon credits). For those 3 scenarios the potential carbon credit revenue shall be calculated separately.
26. For financial comparison all cost items need to be processed, and NPV, IRR, and payback period be calculated and compared.

27. The IRR, NPV, and payback period for the electricity generation and bottling option need to be computed with and without carbon credits. The financial analysis should also include sensitivity analysis to detail factors critical to financial sustainability and threshold levels for operational sustainability.
28. The option, which is considered offering the best cost-benefit ratio, shall be recommended.
29. Suggest key performance indicators (KPIs) to optimize and maximize biogas generation, as well as KPIs for WwTP operations (including digester), and KPIs for biogas utilization (including digestate).

A4-2. Financial assessment of the project:

30. Estimate the capital cost (capex) for sludge utilization. This cost item should also include all necessary rehabilitation works and installations as needed for the existing facilities.
31. Estimate the capital cost (capex) as needed for recommended uses of the digestate (digested sludge).
32. For all the above investments, calculate the resulting opex implications, respectively. When doing these calculations, opex – as a minimum - needs to be split into the following cost sub-items but not limited to: personnel, electric power, digester heating, chemicals, sludge reuse/disposal, maintenance.
33. For financial comparison all cost items need to be processed, and NPV, IRR, and payback period be calculated and compared.
34. The financial analysis should also include sensitivity analysis to detail factors critical to financial sustainability and threshold levels for operational sustainability.
35. The option, which is considered offering the best cost-benefit ratio, shall be recommended.
36. Suggest key performance indicators (KPIs) to optimize and maximize sludge utilization, as well as KPIs for WwTP operations (including digester).

Task B: Structuring of the recommended biogas project for private sector participation

This activity aims to determine the transaction terms, including the financial structuring and duration, the most appropriate form of public-private partnership (PPP), and the institutional model applicable to

implementing the biogas utilization project. These aspects will be developed based on the technical, environmental, and financial assessments detailed above, and risk and market analysis. Accordingly, the consultant will carry out the following activities:

37. Propose an institutional and legal model for the transaction. Based on the GoK's PPP approach, identify and analyze the possible PPP options to implement the proposed biogas utilization project, considering capital financing by the bidders and, therefore, contract duration and appropriate risk allocation to all parties.
38. Prepare a risk matrix of the various options proposed.
39. Prepare a financial model for the service, including sensitivity analysis for the project financials considering capex, opex, and revenue streams. The financial analysis should also include sensitivity analysis to detail factors critical to financial sustainability and threshold levels for operational sustainability.
40. Propose a financial structure for the transaction. This should be based on an analysis of scenarios comprising realistic financial projections of the biogas generation and utilization and use of biosolids for revenue generation, a risk assessment for the client and bidder, and demonstrating the viability of the financial scenarios. The scenarios should consider project finance (including private finance, co-finance (state/bidder)), O&M costs, revenue streams, and risks to design appropriate contract terms to protect the client's and bidders' interests. Scenarios should be cash flow-based projections for 8, 12, and 15 years.
41. Review and recommend improvements to the KPIs for biogas generation and utilization that would have to be met by the bidders to ensure project efficiency and protect client from risk of project failure.
42. Conduct market sounding and gather feedback to improve the project design, structuring, and risk allocation framework. This will entail consultation with potential developers, operators, and financiers interested in biogas generation and utilization and the use of biosolids for revenue-generation projects.
43. As a summary of Tasks A+B, the consultant shall prepare a Draft Report, complete with all data collected, all cost calculations, all financial assessments, presenting and explaining the scenarios and respective analyses (risk allocations, legal and financial implications), concluding with the recommendation for the proposed institutional model and financial structuring of the transaction. The recommendations should be presented to BWSSB

for approval. Only after receipt of written comments from BWSSB and the World Bank, the Final Report shall be elaborated.

44. Hands-on training: For enhancing the institutional capacity and to ensure the result oriented project, hands-on training is must.

Task C: Elaborate Tender Documents and Concession Agreement

The consultant shall undertake the elaboration of Request for Proposal (RFP) and Concession Agreement. The consultant shall ensure the following:

45. The documents must clearly spell out the scope of works & installations of the concessionaire, roles and responsibilities of all stakeholders, financing framework of the project (including capex, opex, and revenue generation), optimum PPP project structure and institutional framework, mechanism for resolution of disputes.
46. Detail out the respective conditions precedent for the tendering authority and concessionaire.
47. Assist in preparing the Project Information Memorandum for Bidding.
48. Formulate and recommend appropriate bid parameters for the project, on which the bidders' proposals shall be evaluated. Develop practical and effective evaluation criteria that are specific, measurable, achievable, relevant and timely.
49. Develop Financing Plan and assess cash flow projections for the next 15 years' basis of the contracting model.
50. Formulate the proposed bidding procedures, criteria and timetable.
51. Prepare Draft Tender Documents for the project, including Draft Concession Agreement. Submit to BWSSB for approval. Only after receipt of written comments from BWSSB and the World Bank, the Final Tender Documents shall be elaborated.

Task D: Assistance in Tender Evaluation and in getting Concession Agreement signed

52. Prepare a shortlist of potential bidders capable of participating in the project.
53. In case of 2nd call, the consultant to reassess the financial assessment and project structuring including revising the following

    1. Revising the bid variable

2. Detailed cash flow projections for the project term with break-even point analysis
3. Projections for recovery of investment and internal rate of return
4. Proposed duration of the concession agreement
5. Risk analysis and sensitivity analysis
6. Bidding strategy involving HAM agreement.
7. Value for Money analysis
8. Verifiable and quantifiable indicators of performance

54. Assist the client in the preparation and conduct of pre-bid meeting(s) with all interested prospective bidders and in drafting minutes of such meeting(s) and draft responses and clarifications (if any) to all questions raised at the pre-bid meeting(s).
55. Assist the client's bid evaluation committee, in evaluating the responses to the bid and preparing a short list of bidders;
56. Assist the bid evaluation committee, as required, in evaluating the responses to the RFP and in identifying the preferred bidder and the top one or two fall-back bidders (in order of preference);
57. Elaborate Technical Evaluation Report and Financial Bid Evaluation Report.
58. Assist the employer in negotiations, letter of award and signing the contract/agreement.
59. During the contractual phase, train and build capacities of the personnel responsible for enforcing the contract and the concessionaire to implement the project.

5. Deliverable's, Time Schedule, Personnel

DELIVERABLES AND TIME SCHEDULE

The total duration for preparing all tasks described in this RFP is 09 **months**, including the time taken by the Authority to provide the requisite documents or convey its comments on the Draft Documents. The Consultant shall deploy its Key Personnel as per the proposed Deployment of Personnel.

Sl	Deliverable	Coverage	Time line

.			
1	Inception report	Approach and methodology	Within **1.0 month** of contract signing
2	Draft Techno-economic feasibility report.	Tasks A and B.	within **3.5 months** from signing the contract
3	Final Techno-economic feasibility report	Tasks A and B.	within **0.5 months** from the receipt of written comments to the Draft Report
4	Tender documents	Task C	within **2.0 month** after approval of the Final Feasibility Report
5	Tender Evaluation Reports	Task D: Technical Evaluation Report, and Financial Bid Evaluation Report	Technical Evaluation Report within **20 days** of submission of bids. Financial Bid Evaluation Report within **10 days** of approval of Technical Evaluation Report
6	Award of contract on the project	Assistance activities as described in Task D.	Within maximum 1 **month** of contract signing with contractor.

Meetings

- The Client may review with the Consultant any or all of the documents and advice forming part of the Consultancy in meetings and conferences that will be held at the client's office or a place notified by the Client.
- The Client may, in its discretion, require the Consultant to participate in extended meetings and the Consultant shall, on a best Endeavour basis and without unreasonable delay, provide such services.

Data, services, and facilities provided by the client

The client will share/provide access to all the relevant data, such as implementing biogas stations at existing STPs and their associated services, STP drawings, as well as facilities available for option analysis studies for the Biogas production and utilization and use of biosolids for revenue generation.

Composition of Review committee to monitor consultant's work

Upon award of the consultancy assignment, a nodal officer who will oversee the implementation of a pilot project on behalf of the client shall be appointed by the client. He/she would be responsible for holding periodic consultations with the consultant and sharing necessary data, drawings, etc, as and when required by the consultants in the timely performance of the assignment. Further, whenever internal approvals or policy decisions are required to be taken, the nodal officer will arrange for internal reviews by the technical and financial committees before concurring with the consultants.

Procedures for Reviewing Reports

- The Consultant shall submit deliverables as per the scope of work outlined in the Terms of Reference. These deliverables shall be submitted to the concerned Authority, and the relevant approving Authority shall review them.
- The review meetings shall be held monthly to review the consultant's progress.
- The hard and soft copies of the reports submitted shall be in English.
- The Consultant may be asked to present their report as a presentation as and when required.
- The above list covers only part of the deliverables identified in the scope of services. The Consultant shall also prepare and submit other deliverables throughout the assignment that arise from their activities per the scope of services for review and approval by the client.

PERSONNEL

Key Personnel

The Key Personnel shall be full-time staff based out of the client office in Bengaluru from the start of the project.

The minimum required qualifications and experience of the proposed Key Professional Staff of the Consultant Please refer **Qualification and Experience of Key Professional Staff**

Additional Personnel:

Apart from Key Personnel, the Consultant may be asked to deploy additional team members for a defined period on a person-month basis, per the Client's requirements. The Client shall inform the Consultant at least 30 days before such a requirement. The minimum experience of this resource would be similar to the personnel for the Key Personnel as mentioned above. The additional resources should be deployed at the same rate as the equivalent team members.

Replacement of Personnel:

The Client may allow the Consultant to replace the personnel deployed with prior notice of at least 30 days in advance. The Consultant shall propose options for replacement duly furnishing the educational qualifications and experience specified for the respective position in the RFP Document. The Client reserves the right to approve the replacement after due interaction, if necessary. The Consultant shall bear the cost of replacement of the personnel.

Section :6 Contract for Consultant’s Services

Between

_____

[Name of Client]

And

_____

[Name of Consultants]

Dated:

. FORM OF CONTRACT

This CONTRACT (herein after called the "Contract") is made the____day of the month of

_____, 200_, between, on the one hand,___(hereinafter called the "Client") and, on the other hand, _____(hereinafter called the "Consultants").

*[*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows*:

"….(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities,

each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely,___and___(hereinafter called the "Consultants.")"]

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (herein after called the "Services");

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties here to hereby agree as follows:

1. Thefollowingdocumentsattachedheretoshallbedeemedtoformanintegralpartofthis Contract:

(a) The General Conditions of Contract (hereinafter called "GC");

(b) The Special Conditions of contract (herein after called "SC");

(c) The following Appendices:

Appendix A: Description of the Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub-consultants

Appendix D: Services and Facilities to be provided by the Client

Appendix E: Breakdown of Contract Price

Appendix F: NA

[*Note: If any of these Appendices are not used, the words* "Not Used" *should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.*]

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

(a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF [NAME OF CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF CONSULTANT]

By
(Authorized Representative)

[***Note****: If the Consultants consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner*:]

FOR AND ON BEHALF OF EACH OF THE MEMBERS OF THE CONSULTANTS

[Name of Member]

By
(Authorized Representative)

[Name of Member]

By
(Authorized

Representative) etc.

GENERAL CONDITIONS OF THE CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
(c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6.

(e) "GC" means these General Conditions of Contract;
(f) "Government" means the Government of Karnataka;
(g) "Local currency" means Indian Rupee;
(h) "Member," in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; ‘Member in Charge’ means the entity specified in the SC to act on their behalf in exercising all the Consultants’ rights and obligations towards the Client under this Contract.
(i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;
(j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and ‘key personnel’ means the personnel referred to in Clause GC 4.2 (a);
(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
(l) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and
(m) "Sub-consultant" means any entity to which the Consultants

subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) "Third party" means any person or entity other than the Government, the Client, the Consultants, or a Sub-consultant.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC

1.7 Taxes and Duties

The Consultants, Sub-consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price

2. Commencement, Completion, Modification and termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 Commencement of Services

The Consultants shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as maybe specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuanttoClause2.7,this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, 'Force Majeure' means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by themduringsuchperiodforthepurposesoftheServicesandinreactivatingtheServiceaftertheendof such period.

2.6 Suspension:

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.7 Termination

2.7.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Consultants (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Consultants, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 By the Consultants

The Consultants may terminate this Contract, by not less than

thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except:

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;

(iii) any right which a Party may have under the Applicable Law.

2.7.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

2.7.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Consultants:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Consultants:

3.1 General

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Procurement Rules of Funding Agencies

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works, or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 Consultants and Affiliates Not to engage in certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works, or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which

would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to Be Taken out by the Consultant

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultants' Actions Requiring Client's Prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants"), and

(c) any other action that may be specified in the SC.

3.6 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Consultants to Be the Property of the Client

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultants by the Client or purchased by the Consultants with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such

equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. Consultants' Personnel and Sub-Consultants

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents, and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Consultants, Sub-consultants, and Personnel any such other assistance as may be specified in the SC.

5.2 Services and Facilities

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities, and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities, and property are not made available to the Consultants as and when so specified, the Parties shall agree on: (i)

any time extension that may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities, and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof.

6. Payment to the Consultants:

6.1 Lump Sum Remuneration

The Consultants' total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultants in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

The Contract price is set forth in the SC.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payments

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the SC, interest shall be paid to the Consultants for each day of delay at the rate stated in the SC.

7. Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract

[1.1 (h) The Member in Charge is not applicable for this Contract.

[1.4 The addresses are:

Client:

Bangalore Water Supply & Sewerage Board (BWSSB)
3rd Floor, Cauvery Bhavan, Kempegowda Road
Bengaluru-560009

Contact Person:
Designation: _____
E-mail: _____
Phone: _____

Consultants:

_____
_____
_____

Contact Person:
Name:
Designation:
E-mail:
Phone: _____

[1.4.2 Notice shall be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;
(b) in the case of e-mail, 24 hours following confirmed transmission;

[1.6 The Client may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, Chairman, Bangalore Water Supply & Sewerage Board (BWSSB) is the Authorised Representative of the Client. The Client's Authorised Representative shall take all the actions required with respect to the execution of this Contract.

[1.7.1 The Consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

[2.1 The date on which this Contract shall come into effect is the date of signing of the Contract (Effective Date)

[2.2 The commencement date shall be within 30 (thirty) days of the Effective Date (Commencement Date)

[2.3 The Contract Period hereby granted is for a period of 12 months commencing from the Commencement Date.

[3.4 The risks and the coverages shall be:

(1) Third Party motor vehicle liability insurance as required under Motor VehiclesAct, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel, for the period of Consultancy;

(2) Third Party liability insurance, with a minimum coverage for Rs. 10 Lakh for the period of Consultancy;

(3) Client's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

(4) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and

(5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services. [Note: Fill in the blanks and delete what is not applicable]

[3.5 (c) The other actions are as per Appendix A of the Contract

[3.7 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

[5.1.(c) The Client shall provide reference / liaison with other Government agencies and departments for the Consultant. The

Consultant shall be given access to the relevant agencies / departments in order to complete the project successfully.

The Client shall provide the Consultant with copies of all data and reports available and considered relevant to the execution of Consultant's work and liaison with other departments for access of information and data.

[6.2 The amount of Contract is INR _____ inclusive of all taxes (amount in words and figures) GST is not applicable, as this is service contract.

[6.4 The account is:

Payments shall be made according to the following schedule:

Sl.No.	**Stages**	**Percentage of payment**
1	On submission of Inception Report	10%
2	On Submission of Draft Tecno-Economic Feasibility Report	20%
3	On Submission of Final Tecno-Economic Feasibility Report	20%
4	On Submission of Final Tender Documents	20%
5	On Submission of Final Technical and Financial Tender Evaluation Reports	15%
6	On works Concession agreement signing	15%
7	On submission of analysis report on findings of Phase 1 project (closure)/Handholding to phase2	5%
	TOTAL	**100%**

Note: Amount put tender is inclusive of success fees of Rs. 5.22 lakh, hence, the amount quoted by tenderer will be considered as inclusive fee of success fee Rs. 5.22 lakh. This success fee will be paid only upon successful Concession agreement signing

along with the 15% payment reserved in the above table under sl No. (6).

[6.5 Payment shall be made within 45 days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within 60 days in the case of the final payment.]

[7.2 Disputes shall be settled by arbitration in accordance with the following provisions.

7.2.1 Selection of Arbitrators:

7.2.2 General Conditions of Dispute Adjudication Board Agreement

If any dispute arises between the parties in connection with, or arising out of, the Contract or the execution of the works shall be adjudicated by the DBA comprising of 3 members constitute by:

a. Additional Chief Engineer, BWSSB as Employer representative,
b. The Consultancy", and
c. The "Member" third party who is being identified/nominated jointly by both Employer and Contractor.

If either party is dissatisfied with the DAB's decision, then either Party may, within 28days after receiving the decision, give Notice to the other party of its dissatisfaction. If the DAB fails to give its decision within period prescribed, then either party may, within 28 days after this period has expired, give Notice to the other Party of its dissatisfaction. Then only the procedure of 4.2 shall be initiated.

7.2.3 The procedure for arbitration shall be as follows:
Arbitration proceedings shall be conducted in accordance with the procedures of the Arbitration & Conciliation Act 1996 of India.

(a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure)

(b) Arbitration proceedings shall be held at Bangalore, Karnataka, India

(c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.

(d) Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

Annexure:
LIST OF ORGANIZATIONS WHO ARE CONSIDERED AS APPOINTING AUTHORITY FOR APPOINTMENT OF ARBITRATORS

1. Indian Council of Arbitration,
2. International Centre for Alternative Disputes Resolution (India);
3. Indian Institute of Public Health Engineers;
4. Institute of Water Works

7.2.4 Miscellaneous

In any arbitration proceeding hereunder:

(c) Proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.

(d) The English language shall be the official language for all purposes.

The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.]

8. Success Fee – As a part of this contract, a success fee of Rs. 5.22 Lakh will paid along with the 15% of payment stipulated under payment schedule towards successful implementation of Concession agreement signing.

9. The successful contractor has to submit the Bank Guarantee equivalent to 5% of contract price with validity for a period of

12 months. In case the assignment is not completed within a period of 12 months, the same shall be extended for a further period as per the requirement of the assignment]

9.

III. APPENDICES

3 Appendix A: Description of the Services

[Gives detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

4 Appendix B: Reporting Requirements

[List format, frequency, contents of reports, and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable"]

5 Appendix C: Key Personnel and Sub-consultants

[List under: C-1 Titles (and names, if already available), detailed job descriptions, minimum qualifications, experience of Key Personnel to be assigned to work, and staff-months for each.

C-2 List of approved Sub-consultants (if already available); same information with respect to their Personnel as in C-1 through C-2.]

6 Appendix D: Services and Facilities to be provided by the client

[List here under: F-1 Services, facilities, and property to be made available to the Consultants by the Client.]

7 Appendix E: Breakdown of Contract Price in Indian Rupees

List here the elements of cost used to arrive at the breakdown of the lump sum price:

1. Monthly rates for local Personnel (Key Personnel and other Personnel)

2. Reimbursable expenditures:

This appendix will exclusively be used for determining remuneration for additional services.

Appendix F: Form of Bank Guarantee for Advance Payments

Not Applicable